

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN

MEEMIC INSURANCE COMPANY,
as subrogee of Brenda Grant,

Plaintiff,

Case No. 2:23-cv-11679

v

Hon. Susan K. DeClercq

SHENZHEN LIANCHENG WEIYE INDUSTRIAL COMPANY,

Defendant.

Andy J. VanBronkhorst (P72095)
HEWSON & VAN HELLEMONT, P.C.
Attorneys for Meemic
625 Kenmoor Ave., S.E., Ste. 304
Grand Rapids, MI 49546
(616) 949-5700 / (616) 949-5704 (Fax)
Email: ajv@vanhewpc.com
kwhite@vanhewpc.com (assistant)

PLAINTIFF MEEMIC’S MOTION FOR LEAVE TO FILE AMENDED COMPLAINT

Meemic Insurance Company, by its attorneys Hewson & Van Hellemont, P.C., respectfully asks that this court (1) allow it to file an amended complaint naming “shenzhenshizhixinchengjinshupeijianyouxiangongsi” as defendant, and (2) granting Meemic leave to serve that defendant via email at renben_usa@163.com. Meemic relies upon the following facts, including the affidavit of counsel, and also upon the enclosed Brief:

1. This action arises out of a fire caused by a battery that Meemic's insured Brenda Grant purchased from Amazon.com. Paragraph 13 of Complaint, ECF No. 1, PageID.3.

2. Meemic filed this action on July 13, 2023, naming as Defendant Shenzhen Liancheng Weiye Industrial Company. This was the company that Meemic believed was the seller of the "Roeben-US" brand battery. Paragraph 14 of Complaint, ECF No. 1, PageID.3.

3. Meemic attempted service of that defendant under the Hague Service Convention. Meemic initiated service under the Hague on August 1, 2023, by mailing the Chinese Ministry the requisite documents.

4. Meemic never obtained proof of service of process from the Chinese Ministry, and following relatively extensive motion practice, this Court authorized the entry of a Default and a Default Judgment against the defendant. See ECF No. 16 and 17. The judgment was entered about 16 months after Meemic began trying to obtain process under the Hague Service Convention.

5. Thereafter, Meemic served a writ of garnishment upon Amazon.com. Amazon responded by denying that it owed any funds to defendant.

6. Meemic then served Amazon with a subpoena, asking Amazon to disclose the name, address, and email address of the seller of the "Roeben-US" products on its website.

7. In response to that subpoena, Amazon provided the following information:

- a. Seller name: shenzhenshizhixinchengjinshupeijianyouxiangongsi
- b. Seller email: renben_usa@163.com
- c. Seller Address:

宝安区松岗街道朗下社区朗下新区
一巷8号601
深圳市
广东
518105
China

8. Meemic desires to amend the complaint to name that company or person as a defendant, so that Meemic can obtain a judgment against it and garnish Amazon.com for the funds it is collecting based on Amazon's sales of the Roeben-US products.

9. Meemic also asks that the court grant leave to serve that defendant by email. Service under the Hague Service Convention as to the original defendant was unsuccessful, and took more than a year. Meemic does not trust that the Hague Service Convention will be any more successful the second time. Email is actually the most likely way to appraise this defendant of this action.

10. Meemic believes that the email address that Amazon provided is valid. First, it is email that Amazon provided, which shows that the company uses

to communicate with Amazon. (Again, this action arises out of a property damage claim caused by a product purchased on Amazon). Second, counsel for Meemic tested the email address by sending the company an email at that address on April 21, 2025 and on April 30, 2025. Counsel never received anything in response, but on the second try (on April 30) counsel received a “delivery confirmation” indicating that the email address was valid and had received the message. **See Affidavit of Andy VanBronkhorst, Exhibit 1.**

11. Meemic further relies upon the enclosed brief, which explains the law related to this motion.

12. Meemic cannot obtain defendant’s concurrence with the motion under LR 7.1(a) because no attorney has appeared for defendant.

WHEREFORE, Meemic Insurance Company, respectfully requests that this Honorable Court enter an order (1) allow it to file an amended complaint naming “shenzhenshizhixinchengjinshupeijianyouxiangongsi” as defendant (a draft is included as **Exhibit 2**), and (2) granting Meemic leave to serve that defendant via email at renben_usa@163.com.

Respectfully submitted,

HEWSON & VAN HELLEMONT, P.C.

Date: May 15, 2025

By:



Andy VanBronkhorst (P72095)

Atty. for Defendant Meemic

BUSINESS ADDRESS:

625 Kenmoor Ave., S.E., Ste. 304

Grand Rapids, MI 49546